

BELLSOUTH® / CLEC Agreement

Customer Name: TeleConex, Inc.

Teleconex, Inc. (Five States)	2
Adoption Paper	3
Deposit Amendment - Teleconex, Inc. (AL, KY, LA, MS, TN)	7

By and Between
BellSouth Telecommunications, Inc.
And
TeleConex, Inc.

AGREEMENT

This Agreement, which shall become effective as of date of the last signature of both Parties, is entered into by and between TeleConex, Inc., ("TeleConex"), a Florida corporation, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, TeleConex has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and IDS Telcom, L.L.C., dated January 27, 2001 for the states of Alabama, Kentucky, Louisiana, Mississippi, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, TeleConex and BellSouth hereby agree as follows:

1. TeleConex and BellSouth shall adopt in its entirety, with the exception of those changes outlined below, the IDS Telcom, L.L.C. Interconnection Agreement ("the IDS Telcom Agreement"), dated January 27, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The IDS Telcom Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Title Page	1
General Terms and Conditions	23
Attachment 1	35
Attachment 2	184
Attachment 3	37
Attachment 4	63

12/26/01

TeleConex, Inc.

Alabama, Kentucky, Louisiana, Mississippi, Tennessee

Attachment 5	12
Attachment 6	7
Attachment 7	21
Attachment 8	2
Attachment 9	2
Attachment 10	10
Attachment 11	11
Amendment dated 9/10/01	5
Amendment dated 9/17/01	35
TOTAL	452

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2.1 of the IDS Telcom Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the IDS Telcom Agreement, the effective date shall be January 27, 2001.

4. The Parties hereby mutually agree to delete Section 6.6 of Attachment 1 of the IDS Telcom Agreement and replace it with the following Section 6.6:

6.6 BellSouth reserves the right to secure the account with a suitable form of security deposit as described in Attachment 7 of this Agreement.

5. The Parties hereby mutually agree to incorporate the new Section 1.8.1 below into Attachment 7 of the IDS Telcom Agreement.

1.8.1 In determining whether a security deposit is required, BellSouth will review TeleConex's Dun & Bradstreet rating and report details; TeleConex's payment history with BellSouth and payment history with others as available; the number of years TeleConex has been in business; TeleConex's management history and managers' length of service with TeleConex; liens, suits, and judgments against TeleConex; UCC-1 filings against TeleConex's assets; and, to the extent available, TeleConex's financial information.

5. TeleConex shall accept and incorporate any amendments to the IDS Telcom, LLC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

12/26/01

TeleConex, Inc.

Alabama, Kentucky, Louisiana, Mississippi, Tennessee

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203
and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

TeleConex

Chris S. Watson
Vice President of Operations
4100 Barrancas Avenue
Pensacola, FL 32507.

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

TeleConex, Inc.

On File

Signature

C. W. Boltz

Name

Managing Director

Title

1/7/2002

Date

On File

Signature

Steve T. Watson

Name

President

Title

1/2/2002

Date

Exhibit 1

**AMENDMENT
TO THE
AGREEMENT BETWEEN
TELECONEX, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 7, 2002**

Pursuant to this Amendment, (the "Amendment") TeleConex, Inc. ("TeleConex") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated January 7, 2002 ("Agreement") for the states of Alabama, Kentucky, Louisiana, Mississippi, and Tennessee.

WHEREAS, BellSouth and TeleConex entered into the Agreement on January 7, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 1, Resale, Section 6.6, is hereby deleted in its entirety and replaced with new Section 6.6, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Attachment 7, Billing and Billing Accuracy Certification, Section 1.8, Deposit Policy, is hereby deleted in its entirety and replaced with a new Section 1.8, Deposit Policy, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
3. All of the other provisions of the Agreement, dated January 7, 2002, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

BellSouth Telecommunications, Inc.

TeleConex, Inc.

By: Original on File

By: Original on File

Name: C. W. Boltz

Name: Steve T. Watson

Title: Managing Director

Title: President

Date: 4/30/02

Date: 4/2/02

Attachment 1 – Resale

- 6.6 TeleConex shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. The fact that a security deposit has been made in no way relieves TeleConex from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release TeleConex from its obligation to make complete and timely payments of its bill. TeleConex shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in TeleConex's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event TeleConex fails to remit to BellSouth any deposit requested pursuant to this Section, service to TeleConex may be terminated, and any security deposits will be applied to TeleConex's account(s). In the event TeleConex defaults on its account, service to TeleConex will be terminated, and any security deposits will be applied to its account.

Attachment 7 - Billing and Billing Accuracy Certification

- 1.8 Deposit Policy. TeleConex shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release TeleConex from its obligation to make complete and timely payments of its bill. TeleConex shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in TeleConex's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event TeleConex fails to remit to BellSouth any deposit requested pursuant to this Section, service to TeleConex may be terminated, and any security deposits will be applied to TeleConex's account(s). In the event that TeleConex defaults on its account, service to TeleConex will be terminated, and any security deposits held will be applied to its account.